Imaging Contract Cover Sheet

Contract Type OU

Order Number

190265

Vendor Number

2250875

Dept. Name

Human Services

Vendor Name THE BOARD OF TRUSTEES OF THE L

Start Date 03/08/16

**End Date** 

03/31/17

Executive Action # 5457-16

### **NEW DHS CONTRACTS**

#### **CHECK LIST**

EXECUTIVE ACTION	
X ATTACHED. IF NOT, DATE NOTIFICATION SENT TO IS	SUING DEPARTMENT
X AGREES WITH CONTRACT DATE AND AMOUNT. IF N	IOT, DATE NOTIFICATION SENT TO ISSUING
X EA AND CONTRACT CONTENT (WORK STATEMENT)	AGREE
ATTACHMENT	
X UPDATED INSURANCE BINDER ATTACHED  (IF WAIVED, NAME OF PERSON AUTHORIZING WAIV	ER)
X ALL EXHIBITS ATTACHED INCLUDING SCOPE OF SERV	/ICE, CONTRACT AMOUNT AND RATES (IF APPLICABLE)
X ALL SIGNATURES AFFIXED	
X PROPER AUDIT CLAUSE INCLUDED	
NA CONTRACT BOND ATTACHED (BLUE ROLL AGREEME	ENTS)
NA LABOR & MATERIAL BOND ATTACHED (BLUE ROLL A	AGREEMENTS)
NA RAISED SEAL OF SURETY COMPANY AFFIXED	
ADDITIONAL ITEMS	
X CHECK FOR DUPLICATE OR OVERLAPPING CONTRAC	тѕ
NA CHECK FOR AVAILABLE APPROPRIATION AND FUND	PING FOR CAPITAL PROJECTS
NA CHECK FOR ASSURE BID AWARD MADE TO PROPER	CONTRACTOR
CONTRACT DOCUMENTATION COMPLETED	APPROVED FOR PROCESSING OF PAYMENT
Allesa Hall	COUNTY CONTROLLER
24 2011-	COOMIT COMINGELER
DATE DEVIEW COMBLETED	DATE



# ALLEGHENY COUNTY CONTRACT LOG CONTRACT ADMINISTRATOR 412-350-7377

6-23

110265

#### **EXECUTIVE ACTION NUMBER** 5457-16

**Executive Action Date Approved** 

03/15/2016

**Date Received From Law Department** 

06/21/2016

**Date Signed By County Manager** 

6-21-16

**Date forwarded to Controller** 

6-22-16

**Date received to Controller** 

**Date returned to Department** 

To: DIRECTOR

**Department:** Human Service(s)

From: COUNTY MANAGER

When billing please refer

Agreement#:

Contract prepared for: BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

**Description:** 

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc : Controller

Vendor: BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

Vendor Name:	Board of Trustees of the Leland Stanford		
	Junior University		
<b>Executive Action No. &amp; Date</b>	5457-16 / 3-15-2016		

## ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

TO: Mr. George Janocsko

Allegheny County Law Department

FROM:

P.J. Larouere

Contract Supervisor

DATE: June 9, 2016

SUBJECT: 16-17

**16-17 INITIAL CONTRACT** 

Enclosed please find the necessary documentation for the <u>CONTRACT</u> identified above. Would you please sign the agreement and forward it to the County Manager's office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-6904. Thank you for your consideration.

### ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

TO:	Theresa White Office of the County Manager
FROM:	P.J. Larouere Contract Supervisor
	J

Enclosed please find necessary documentation for the <u>CONTRACT</u> identified above. Would you please have the County Manager sign the agreement and forward it to the Controller's Office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-6904. Thank you for your consideration.

HECEIVED OFFICE OF THE COUNTY MANAGER

2016 JUN 21 AM 10: 01

EA NUMBER: 5457-16



## REQUEST FOR EXECUTIVE ACTION EA Title:FY 16-17 NEW PROVIDER AGREEMENTS-TWO PROVIDERS

Originating Department:Human Service(s)

Run Date:05/20/2016

Page 1 of 2

SEE	DEPAR	IMENI	AUL	HOKI	ZALI	<u>.ON_PA</u>	عادل

Contact: Placid Larouere

Ext:6904

**Est Cost:** \$209,918.00

Date Submitted By Agency: 03/13/2016

Est Revenue:

Date Approved:

Included In Budget:

03/15/2016

**County Match:** 

**Future Impact:** 

Yes

For: Grant

Operating

Account coding provided on JDE Contract Form

Summary:

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

Explanation:

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

Each provider will be conducting an impact evaluation of the Predictive Risk Modeling Tool which is designed to improve the way child welfare workers make decisions about the children and families they serve; and will be further defined within the Workstatements of each Agreement. Both providers were selected through the Department of Human Services 'Request For Proposal' process.

When given below, the amount not to exceed represents services that are funded on a program basis and will be defined within Exhibit B of these Agreements.

Further, the Department of Human Services requests the DHS Director (or the Directors Designee) be authorized to sign letters of modification to the agreement that may reduce the total agreement amount.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY		04/01/2016	03/31/2017		0.00	114,494.00	114,494.00	NO
2	HORNBY ZELLER ASSOCIATES		04/01/2016	03/31/2017		0.00	95,424.00	95,424.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Human	Marc Cherna		Yes - Approved by Department	Mar 13, 2016 4:57:03 PM

CC:	Control	ler

Law Department Budget & Finance

X	Approved as Submitted

Certified and Sealed: Electronicaly Approved

Denied

William McKain County Manager 03/15/2016 Date

EA NUMBER: 5457-16



## REQUEST FOR EXECUTIVE ACTION EA Title:FY 16-17 NEW PROVIDER AGREEMENTS-TWO PROVIDERS

Originating Department: Human Service(s)

Run Date: 05/20/2016

Page 2 of 2

Department	Department Director	Backup	Authorized	Department Authorized Date
Service(s)			Director	

CC:	Controller
	Law Department
	<b>Budget &amp; Finance</b>

X	Approved	las	Submitted

Denied

Certified and Sealed: Electronicaly Approved

William McKain County Manager 03/15/2016 Date

					CONTRAC COUNTY OF A			
_	Deb McNally		3/8/20				DHS USE ONLY	
	repared by		ט	ate				
_	412) 350-5133 Phone Number						OF # 185832	
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		Su	ıpplier	Board of	Trustees of the Leland	Stanfo	rd Junior University Supplier #	2250875
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\_ Initial:\_

Comments:\_

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	in JDE	Waived	Relation Review Related	Policy Inquiry Related
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PRO				
AUT				
WC				
FID				

Date Reviewed 6 13 16 Initials ( A MITT)

BURN OF TRUSTES OF THE IELEND STANFORD SUBJECT UNIV.

#### IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

on the date below indicated.

CONTRACTOR	BOARD OF TRUI JUNIOR UNIVER	STEES OF THE LELAI SITY	ND STANFORD
Authorized Signature Please print/type Name &	X Z A Brian Del Bono, Se	J nior Contract & Grant Of	Date 5./3./6
Title	<i></i>		
		Y: Willew Y County Manager	OF ALLEGHENY  6-31-16  Date
Marc Chema, Director Allegheny County Departmen	we for M	Cheere 5/	25/16
APPROVED AS TO FORM			
Allegheny County Solicitor	b/lolls A	ssistant Alleghony Count	y Solicitor Date
Agreement between the Coun	i i		
BOARD OF TRUSTEES O	1	TANFORD JUNIOR UN	

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#### AGREEMENT

THIS AGREEMENT, hereinafter referred to as "the Agreement," effective for the term specified in Article 3 below, is made by and between the COUNTY OF ALLEGHENY, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the County," and **BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a California Profit Non-Profit (circle one) trust with corporate powers with its principal place of business located 3160 Porter Dr., Suite 100 Palo Alto, CA 94304-8445, hereinafter referred to as "Contractor."

#### WITNESSETH:

WHEREAS, the County, on behalf of its Department of Human Services, hereinafter referred to as "the Department," is desirous of engaging the Contractor to provide or perform certain services and the Contractor is willing to provide or perform those services under the terms and conditions set forth below.

**NOW**, **THEREFORE**, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the County and the Contractor agree as follows:

1. <u>ENGAGEMENT/SCOPE OF SERVICES</u>: The County, by and on behalf of the Department, hereby engages the Contractor to provide or perform those services described in detail in the document marked as "Work Statement," hereinafter referred to as "the Scope of Services," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to this Agreement. The Contractor accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees toward the successful completion of this engagement. The Contractor agrees to provide or perform the Scope of Services under the overall supervision of the Director of the Department or his designee, hereinafter "the Director."

#### 2. **COMPENSATION**; PAYMENTS BY COUNTY:

A. In consideration of the provision or performance of the Scope of Services described in Exhibit A, the County agrees to pay the Contractor the amount of compensation set forth in the document marked "Payment Provisions," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "B" to this Agreement. The Contractor agrees that, as a condition precedent to the payment of any monies by the County under this Agreement, it shall fully comply with all of the terms and conditions set forth in Exhibit B.

B. The parties acknowledge and agree that the County shall have no right to require and the Contractor shall have no obligation to provide, perform or carry out any services described in Exhibit A when such provision or performance would exceed the amount of compensation set forth in Exhibit B. In no event shall the County pay or be obligated to pay any amount of money other than the amount of compensation set forth in Exhibit B without a written amendment to this Agreement.

- 3. <u>TERM</u>: This Agreement shall commence on <u>April 1, 2016</u> and, unless terminated earlier as provided in Paragraph 7 below, shall end on <u>March 31, 2017</u>.
- 4. No CO-PARTNERSHIP OR AGENCY: Nothing in this Agreement shall create or establish the relationship of co-partners between the parties or constitute the Contractor as the representative or agent of the County for any purpose whatsoever. At all times under this Agreement, the Contractor shall perform or provide the Scope of Services as an independent Contractor.

#### 5. **INDEMNIFICATION**:

- A. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from and against any and all third-party liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature directly caused by, or arising directly out of the Scope of Services provided, performed, carried out or undertaken by the Contractor pursuant to this Agreement. The Contractor's obligation to indemnify, protect, defend and hold the County harmless, as set forth in this Article 5, shall include any and all attorney's fees incurred by the County, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the County in enforcing and/or obtaining compliance with the provisions of this paragraph.
- B. Except for claims arising from negligence or intent on the part of the County Official. et..al., the Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. § 1 et seq. arising out of injuries sustained by any employees or agents of the Contractor or of any licensees, contractors, or sub-contractors of the Contractor.
- C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

#### 6. INSURANCE:

- A. The Contractor shall, at its own cost and expense, maintain in effect at all times throughout the term of this Agreement policies of insurance meeting the requirements specified by the Department in the document marked "Insurance Requirements" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "C," to this Agreement. All policies of insurance shall be endorsed to include the County, its elected officials, officers, appointees and employees as additional insureds.
  - B. The Contractor shall provide the Director, prior to or contemporaneously with

the execution of this Agreement, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the Contractor's home state, evidencing the insurance coverage(s) identified in Exhibit C, and shall submit the new Certificate(s) of such insurance coverage no later than thirty (30) days prior expiration, throughout the term of this Agreement.

- C. In addition to identifying the County, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict or reduce the insurance provided or change the name of the insured.
- D. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in Exhibit C with the exception of Workers' Compensation Insurance, which is required by law. The Contractor's request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

#### 7. <u>TERMINATION</u>:

- A. <u>County's Reasons For Termination</u>: The County, through the Director, shall have the right to terminate this Agreement for any of the following reasons:
- (1) <u>Termination for Convenience</u>: The County shall have the right to terminate the Agreement for its convenience upon giving thirty (30) days written notice to the Contractor. In the event that the County elects to terminate the Agreement for its convenience, the County shall pay the Contractor for all satisfactory work on the Scope of Services completed or services performed up to and including the date of termination.
- (2) <u>Termination for Non-Appropriation/Insufficient Appropriation</u>: In the event that funding to the County from Federal, State, and local funding sources is not obtained or continued at an aggregate level sufficient to allow for the payment of the Scope of Services set forth in Exhibit A from the Contractor, the County may exercise either one of the following options: (a) Issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date. In the event of termination of the Agreement for nonappropriation/insufficient appropriation, the County shall pay the Contractor for all satisfactory work completed or services performed, if any, up to and including the date of termination; or (b) Continue the Agreement by written amendment providing for a reduction in either the term of the Agreement, the Scope of Services to be provided or the compensation to be paid to the Contractor pursuant to this Agreement, or any combination thereof in a manner consistent with the nature, amount and circumstances of the County's loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or Scope Of Services under this Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, Scope of Services or compensation under this Agreement.
  - (3) Termination due to Default: The County shall have the right to

immediately terminate the Agreement upon notice to the Contractor for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein. The County shall also have the right to immediately terminate the Agreement upon notice to the Contractor for breach or violation of any term or condition as specified in any Exhibit to this Agreement, or any applicable law, rule or regulation governing the provision of the Scope of Services.

- B. <u>Contractor's Reasons For Termination</u>: The Contractor shall have the right to terminate this Agreement for the following reasons: (1) for its convenience upon giving thirty (30) days written notice to the Department; and (2) upon notice to the County for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein. In the event that the Contractor elects to terminate the Agreement for any reason, the County shall pay the Contractor for all satisfactory work on the Scope of Services completed or services performed up to and including the date of termination.
- C. Contractor's Actions Subsequent to Termination: Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and, except as otherwise directed by the County, the Contractor shall take the following actions: (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination; (2) Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the Scope of Services under this Agreement as is not terminated; (3) Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination; (4) Assign to the County in the manner, at the time, and to the extent directed by the County all of the rights and interest of the Contractor under the orders, contracts or subgrants so terminated, and at the discretion of the County, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants; (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the County, to the extent that the County may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of, or in any manner or degree of, the performance of Contractor hereunder; (6) Arrange for the transfer and delivery of all data in accordance with Incorporated Standard County Terms and Conditions described herein; and (7) Take all other reasonable and necessary actions to wind up the administration of this Agreement in an orderly manner.

#### 8. <u>INCORPORATION OF CONTRACT MANUAL</u>:

A. The Contractor acknowledges that funding for the Scope of Services is provided in whole or in part by grants made to the County by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All of the terms and conditions governing the grant funds received by the County, including but not limited to a listing of particular federal and/or state laws, rules and regulations relevant to the Contractor's provision or performance of the Scope of Services under the Agreement, are set forth in a set of documents developed, compiled and created by the Department which is generally referred to as the "Contract Manual." In providing or performing the Scope of Services described in Exhibit A, the Contractor shall adhere to the General and Special Terms and Conditions set forth in the Contract Manual as

designated in the document marked "Special Provisions," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "D" to this Agreement.

- B. Although referred to in the singular, the term "Contract Manual," as used in the Agreement, shall refer to and include any of the Contract Manuals developed, compiled and created by the Department that are applicable to this Agreement because: (1) more than one federal, state or local funding source is used to support the Scope of Services; or (2) certain work or activities set forth in the Scope of Services are subject to particular laws, rules or regulations.
- C. If any provision of the Agreement is in conflict with any terms or conditions set forth in the Department's Contract Manual, the provisions set forth in the Contract Manual shall be controlling.
- D. Due to its size and voluminous nature, the Contract Manual(s) is/are not attached hereto. The Contract Manual(s) incorporated by reference as part of this Agreement pursuant to Exhibit D is/are available on the Department's website at URL <a href="http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx">http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx</a>. Upon written request, the Department will provide paper copies of the Contract Manual(s) to the Contractor.
- E. Any and all provisions included in any applicable Contract Manual are subject to modification by revisions or changes to federal, state and local rules and regulations at any time. Notwithstanding any provision in the Incorporated Standard County Terms and Conditions, all such revisions and changes shall be automatically deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the Agreement without the necessity of a written amendment. The Department shall provide written notice of any changes in any applicable Contract Manual.
- 9. INCORPORATED STANDARD COUNTY TERMS AND CONDITIONS: Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard County Terms and Conditions," which can be found at on the Department's website at URL <a href="http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx">http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx</a>, are specifically incorporated by reference in their entirety herein and are made a part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard County Terms and Conditions to the Contractor.
- 10. INCORPORATED STANDARD FEDERAL/STATE TERMS AND CONDITIONS: The Contractor acknowledges that the County, as a recipient of federal and state funds for the Department, is required to ensure that Contractor adheres to and complies with applicable federal and state funding requirements. Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard Federal/State Terms and Conditions," which can be found at on the Department's website at URL

http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx, are specifically incorporated by reference in their entirety herein and are made a part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard Federal/State Terms and Conditions to the Contractor.

#### **Exhibit A: Work Statement**

**CONTRACTOR:** BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR

UNIVERSITY

Department of Human Services (DHS) Office contracting for this service:

Office of Data Analysis Research and Evaluation (DARE)

Service Name: Administrative Support/ Research and Consulting/Evaluation

The CONTRACTOR will conduct an impact evaluation of the Predictive Risk Modeling Tool (Tool), which is being developed to improve the way in which child welfare workers make decisions about the children and families they serve. The Tool, which will be used by intake staff when a call is received alleging abuse and/or neglect, will gather all relevant current and historical client information and assign a risk score based on that information. The risk score will be used by intake staff to assist in making service decisions. The impact evaluation is designed to assess the impact of the Tool on referral accuracy and consistency, and will also evaluate different graphic representations of the risk score to determine which results in the most improved outcomes.

CONTRACTOR will provide the following services:

Assess how the implementation of the Tool:

- Improves accuracy of referrals by intake staff, decreasing unnecessary screen-ins and bad screen-outs and ensuring that high-risk children receive further investigations.
- Reduces unwarranted variation in whether similar children are referred for investigation.
- Reduces disparities in referral rates for similar children from minority groups.
- Maintains reasonable workload in terms of the overall rate of referrals.

The evaluation will be conducted through an experimental design in which the one-year performance of the Tool is compared to performance during the three previous years (prior to implementation). This is combined with random use of two possible graphic representations of the risk score predictions, to assess which better leads to the improved outcomes described above.

MPER = The Allegheny County Department of Human Services Master Provider Enterprise Repository, an electronic database.

Deliverables: The CONTRACTOR will present the findings from the impact evaluation in three forms:

- Executive Summary: A short, non-technical document highlighting what was done in the impact evaluation, its key findings, and recommended next steps
- Study Report: A longer document covering the full detail on the design, technical methods, all analyses and their results along with robustness checks and validation, and recommendations for next steps including PRM tool risk prediction presentation
- Final Presentation: A PowerPoint slide deck highlighting elements contained in the executive summary, presented by the evaluation team, and usable by Allegheny County for subsequent presentation and discussion

CONTRACTOR also plans to produce an academic paper, in collaboration with others involved in the evaluation, describing the study and its findings.

MPER = The Allegheny County Department of Human Services Master Provider Enterprise Repository, an electronic database.

#### **EXHIBIT B**

#### **PAYMENT PROVISIONS**

# for the Agreement by and between Allegheny County Department of Human Services and

#### BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

#### **General Terms and Conditions**

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

CONTRACTOR shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

CONTRACTOR shall be paid at the corporate address identified on Page One (1) of the AGREEMENT unless CONTRACTOR otherwise notifies COUNTY in writing or provides a payment address herein: Stanford University Lockbox, P.O. Box 44253San Francisco, CA 94144-4253 Please reference "SPO 123134 PI Goldhaber-Fiebert" on all payments
No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

CONTRACTOR does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to CONTRACTOR is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

CONTRACTOR agrees to seek all possible sources of alternate funding/revenue for the services described in the workstatement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of CONTRACTOR vary from the anticipated revenue stated within the related budget, then DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to

CONTRACTOR. The previously stated amount is the anticipated revenue to CONTRACTOR from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the CONTRACTOR by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

CONTRACTORs must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

CONTRACTOR agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

#### ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse CONTRACTOR in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which CONTRACTOR is obligated to abide by as a term/condition of the agreement.



#### **Allegheny County Department of Human Services Summary Allocation Statement**



**AGREEMENT START DATE:** 04/01/2016

AGREEMENT END DATE:

03/31/2017

**Agency Name:** 

#### **BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**

DHS Office Name	Not To Exceed Unca	ipped Fee
DARE	\$114,494.00	No
TOTAL NOT TO E	KCEED* \$114,494.00	

<sup>\*</sup>EXCLUSIVE OF UNCAPPED FEE BASED SERVICES, SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.

03/08/2016



### Allegheny County Department of Human Services Detailed Allocation Statement



Contract Date:

04/01/2016 - 03/31/2017

Program Office:

DARE

Provider: JDE Number:

#### Provider Name: BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

**Group Name: Ungrouped Services** 

Service Allocation						
Program Name	Service Name	Amount Not To Exceed	Funding Source	Start Date	End Date	Service Comments
Not Applicable	Administrative Support  Research and Consulting  Evaluation	\$114,494.00	Human Services Integration Fund (HSIF), Casey Family Programs	04/01/2016	03/31/2017	

Total for DARE, BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY: \$114,494.00

#### BUDGET

TITLE: Impact Evaluation of a Predictive Risk Modeling Tool for Allegheny County's Office of Children, Youth and Families?

PI: Jeremy Goldhaber-Fiebert

Period of Performance: 03/01/2016-02/28/2017

	Role	Effort		Amount
Jeremy Goldhaber-Fiebert	Principal Investigator	10%	\$	27,560
Lea Prince	Research Analyst	60%	\$	58,552
<u>TBN</u>	TBN Administrative Support	10%	\$	8,309
Personnel Subtotal			\$	94,421
<u>Travel</u>				
2 trips to Allegheny County			\$	3,000
Travel Subtota	l		\$	3,000
Other Direct Cost				
Telecommunication expense		İ	\$	2,139
Other Direct Costs Subtota	I		\$	2,139
Total Direct		ļ	\$	99,560
			\$	14,934
Facilities and Administration (15%)			Þ	14,334
Total Requested		1	\$	114,494

#### **EXHIBIT C**

#### **INSURANCE REQUIREMENTS**

For the term of this **AGREEMENT**, the **CONTRACTOR** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

#### 1. General Requirements

- A. All policies of insurance set forth below shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds.
- B. All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

#### 2. Types of Coverage

#### A. Commercial General Liability

- 1. Commercial General Liability Insurance which will protect the **CONTRACTOR** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
  - a. Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
  - b. Products Liability and Completed Operations;
  - c. The **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

#### B. Automobile Liability Insurance

- 1. The **CONTRACTOR** shall maintain Comprehensive Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
- 2. The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.

#### C. Professional Liability Insurance

The **CONTRACTOR** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

#### D. Workers' Compensation

The **CONTRACTOR** shall carry Workmen's Compensation Insurance as required by law, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

- 1. Workers Compensation: Statutory
- 2. Employers Liability with limits:

\$100,000 each accident

\$500,000 disease policy limit

\$100,000 disease each employee.

#### E. Fidelity Bonding

The **CONTRACTOR** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

- F. The insurance carrier should have a AM Best rating of no less than A-.
- G. The County reserves the right to waive ANY or ALL conditions.



Office of Sponsored Research 3160 Porter Drive, Suite 100 Palo Alto, CA 94304-8445

May 13, 2016

PJ Larouere

County of Allegheny Department of Human Services

Sponsor Reference: [pending] Stanford Reference: SPO 123134

Title: Impact Evaluation of a Predictive Risk Modeling Tool for Allegheny County's Office of Children, Youth and

**Families** 

Principal Investigator: Jeremy D Goldhaber-Fiebert

Period: 04/01/2016 - 03/31/2017 Amount Requested: \$114,494.00

Dear PJ Larouere,

Please allow this letter to officially serve as notice that Stanford University maintains an adequate level of selfinsurance to cover its activities under the contemplated contract and that amounts or limits of self-insurance plans relating to property, casualty, workers' compensation, crime, travel accident, etc. are maintained by the University.

If you have any questions or concerns regarding this matter, please feel free to contact me directly.

Sincerely,

Senior Contract and Grant Officer Office of Sponsored Research

Stanford University



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: MARSH RISK & INSURANCE SERVICES FAX (A/C, No): 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: United Educators Ins Risk Ret. Grp. 10020 025193-STND-GAWUF-15-16 THE BOARD OF TRUSTEES OF THE INSURER B : American Zurich Insurance Co. 40142 INSURER C : N/A N/A LELAND STANFORD JUNIOR UNIVERSITY, ET AL. C/O RISK MANAGEMENT DEPARTMENT INSURER D : 215 PANAMA STREET, BLDG D JUNIPER MODULAR INSURER E : STANFORD, CA 94305 INSURER F : COVERAGES SEA-003037267-01 **CERTIFICATE NUMBER: REVISION NUMBER:2** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurren SEE ATTACHED CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ PRO-JECT \$ POLICY PRODUCTS - COMP/OP AGG S OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ SEE ATTACHED BODILY INJURY (Per person) s SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) s HIRED AUTOS \$ GLX201500105900 09/01/2015 09/01/2016 Χ UMBRELLA LIAB 1,000,000 Х EACH OCCURRENCE \$ OCCUR EXCESS LIAB 1,000,000 AGGREGATE CLAIMS.MADE PRODUCTS - COMPION DED X RETENTION \$ 2,000,000 1,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC829845215 (DEDUCTIBLE) 09/01/2015 09/01/2016 PER STATUTE 09/01/2015 109/01/2016 AND PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yas, describe under DESCRIPTION OF OPERATIONS below WC829827312 (RETRO) 2,000,000 E.L. EACH ACCIDENT N / A 2,000,000 E.L. DISEASE - EA EMPLOYEE 2.000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: DR. GOLDHABER-FIEBERT IN MED/PCO - SPO #123134, APRIL 1, 2016 - MARCH 31, 2017 ALLEGHENY COUNTY ITS ELECTED OFFICALS, OFFICERS, APPOINTEES AND EMPLOYEES SYARE ADDITIONAL INSUREDS UNDER THE UMBRELLA LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT. THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE UNDERLYING GENERAL LIABILITY SELF-INSURED RETENTION **CERTIFICATE HOLDER CANCELLATION** ALLEGHENY COUNTY DEPARTMENT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE OF HUMAN SERVICES - OFFICE OF ADMINISTRATION THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CONTRACTING UNIT ONE SMITHFIELD STREET, SUITE 300 PITTSBURGH, PA 15222 AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Pelale Paul Nagata

AGENCY CUSTOMER ID: 025193

LOC #: San Francisco



ACORD ADDITIONAL REMARKS SCHEDULE			Page	2	of	2
MARSH RISK & INSURANCE SERVICES POLICY NUMBER		NAMED INSURED  THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL. C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D				
CARRIER	NAIC CODE	JUNIPER MODULAR STANFORD, CA 94305				
ADDITIONAL DEMARKS		EFFECTIVE DATE:	<del></del>			
ADDITIONAL REMARKS						_
THIS ADDITIONAL REMARKS FORM IS A SCHEDU	•					
FORM NUMBER: 25 FORM TITLE: Certi	ficate of Liability Insura	ance				

(3) The Aggregate Annual Premium is allocated to income-producing operations, formula schools, auxiliaries, and general funds based on property replacement values.

#### 3. Transit Insurance

#### a. Situations Covered

Stanford's insurance on transit covers all goods shipped inland to or by Stanford when the transit agreement assigns the risk to Stanford. For large (over 75 lbs.) or complicated shipments, including packing and crating, departments are encouraged to use American Overseas Air Freight.

#### b. Situations Not Covered

- (1) Situations described in section 2.a (c).
- (2) Waterborne shipments, unless by inland water, by roll-on/roll-off ferries operating between European ports, or by coastal shipments
- (3) Shipments to any country where trade relations are unlawful as determined by the Government of the United States of America or its agencies are not covered. In addition other countries may be excluded from time to time. Please see the Risk Management [http://www.stanford.edu/dept/Risk-Management/] website for a current list of excluded countries.

#### c. Deductible

The first \$50,000 of each claim is self-insured by the University. The first \$1,000 of each claim loss is the responsibility of the department.

#### d. Claim Processing

Immediate notification of loss to Risk Management is required for losses greater than \$1,000. Risk Management must receive copies of contracts, purchase orders, bills of lading or any transit agreements, shipping documents and/or invoices.

#### 4. Liability Insurance

#### a. Situations Covered

Liability insurance covers all locations and activities including University and government-owned vehicles. (For information on coverage for vehicles, including personal vehicles used on University business, see <u>Guide Memo 8.4.2 [/8-4-2]</u>: Vehicle Use. Liability insurance also covers non-owned aircraft, watercraft, professional liability, employers' liability, products liability, etc. University trustees, officers, faculty, and staff are included as additional insureds for activities arising out of and in the scope of their employment.

#### b. Situations Not Covered

Stanford and insurers do not cover employees or others for their following personal acts:

- Criminal acts (including assault, battery, homicide, manslaughter, etc.)
- Fraudulent/dishonest acts (including theft, plagiarism, false testimony, etc.)
- Acts in which there is a conflict of interest (including personal gain)
- Acts not connected with or arising out of or related to Stanford employment or Stanford activities (e.g., personal gain, etc.)
- Fines, penalties or punishment which government authorities or law places on an individual (includes traffic fines, jail sentences, etc.)

#### c. Deductible

#### (1) Public Liability

The first \$1,000,000 of each claim for public liability is self-insured by the University.

#### (2) Employee and/or Student Relations

The first \$1,000,000 of each claim for liability claims involving student and/or employee relations is self-insured by the University.

#### d. Claim Processing

Upon becoming aware of an incident, which could lead to a liability claim or when a claim for liability is received, the department should immediately notify Risk Management.

#### e. Budgeting Liability Insurance Expense

- (1) Liability Insurance includes General Liability, Educators Legal Liability, Automotive, Non-owned Aviation, and Crime Insurance. Following the end of each fiscal year, the Risk Management department will secure an actuarial study of claims under the Liability Insurance Program. The actuarial study will provide two key figures that will be used to budget future liability insurance expenses:
  - (a) Self-insurance reserve required to fund claims (and related expenses) that have occurred prior to the end of the recently completed fiscal year but have not yet been settled/completed. (This can be an accumulation of many years of claims estimates, net of settlements) This actuarial required reserve may be higher or lower than the actual reserve balance at Fiscal Year End.
  - (b) Actuarial projected self-insurance funding levels, or cost of claims and expenses that will be incurred in the next fiscal year. (This will be the amount added to the reserve balance each year to cover claims incurred in that year.)

- (2) During the budget planning cycle (and no later than February 1), Risk Management will provide the Budget Office with the Aggregate Annual Premium to be charged internally for Liability Insurance during the next fiscal year. At the same time, Risk Management will also provide the income-producing operations, formula schools, and auxiliaries with their respective liability premium allocation to be charged during the next fiscal year. The Aggregate Premium will be composed of the following four elements:
  - (a) Actuarial Projection of self-insurance funding for the cost of claims and expenses that will be incurred in the budget year
  - (b) Risk Management's estimate of premiums to be paid to outside insurers for excess coverage insurance during the next fiscal year
  - (c) Risk Management's estimate of other direct expenses (e.g., actuarial studies, legal expenses, brokerage fees, operating expenses) associated with the Liability Insurance Program
  - (d) 30% of the surplus or deficit in the self-insurance reserve to the actuarial required reserve balance at the prior year-end. The application of a portion of the surplus or deficit (vs. 100%) is intended to provide a smoothing effect to avoid large year-to-year changes in the Aggregate Premium.

#### (3) Allocation of Liability Insurance Expense

A portion of the Aggregate Annual Premium will be carved out and allocated to certain income-producing operations, formula schools and auxiliaries based on use, attendance, occupancy and square footage measures. The balance of the Aggregate Annual Premium after carve outs is then allocated to all income-producing operations, formula schools, auxiliaries, and general funds based on the prior year's actual payroll and headcount data.

Vehicle insurance premiums are allocated on a per vehicle basis and are not included in the Liability Aggregate Annual Premium calculations.

#### (4) Allocation of Settlement Costs

Following the end of each fiscal year, Risk Management will provide an analysis of the cost of settling all liability claims paid during the year (regardless of the year the claim was incurred). To the extent settlement costs for a particular income-producing operation, Formula School, or auxiliary exceeds the liability insurance premium paid by that unit over the same time period, the unit will be responsible for paying eighty percent (80%) of the excess cost back to the self-insurance reserve account over a three year period. To the extent that these settlement costs are less than the liability insurance premium paid by that unit over the same period, 50% of

the surplus will be credited to the unit over a three-year period. To the extent that these settlements result in over funding of the reserve account, the surplus will be applied to lower the Aggregate Annual Premium charged across the University as described in the budget section above.

#### 5. Crime Insurance

#### a. Situations Covered

Crime insurance covers loss of monies and securities due to robbery, burglary, theft, or employee dishonesty.

#### b. Situations Not Covered

Once a loss due to the dishonesty of an employee becomes known, the insurance company will not pay for any future losses caused by that employee. Departments must report claims promptly and take action to prevent or reduce further loss.

#### c. Deductible

The first \$1,000,000 of each claim is self-insured by the University.

#### d. Claim Processing

#### (1) Police Report

The department must notify the Police Department immediately (see <u>Guide Memo</u> 2.4.5 [/2-4-5]: Protection of Property.

#### (2) Internal Audit Report

The department must notify the Internal Audit department, which will conduct an audit of procedures and policies and make recommendations to strengthen internal controls to help prevent a recurrence of losses.

#### (3) Insurance Claim

The department must contact the Risk Management office for assistance and instructions on processing a claim.

#### e. Budgeting Crime Insurance

Included in General Liability Budgeting Process section above.

#### 6. Other Property and Liability Insurances

#### a. Bonds

Notary and other miscellaneous bonds are arranged through Risk Management. The premium is charged to the requesting department.

#### **MARSH**

Client Representative
Marsh Risk & Insurance Services
345 California Street, Suite 1300
San Francisco, CA 94104-2679
California Insurance License #0437153

+1 415 743 8000 lynn.heimerle@marsh.com www.marsh.com

Lynn Heimerle

September 1, 2015

Subject: Additional Insured

To Whom It May Concern:

It is our understanding that you have made a request for an additional insured endorsement naming your organization as an additional insured. The liability insurer for Stanford University automatically includes any person or organization as an additional insured if there is a requirement to do so in a written contract in force between Stanford University and that person or organization. This wording is found within the Excess Liability coverage form that is contained within Stanford University's insurance policy.

Attached is an excerpt of the coverage form that contains this automatic grant of additional insured status for your review. We trust that upon review of this wording you will agree that a custom endorsement naming your organization is not required as the policy automatically grants your organization additional insured status if required by written contract.

Sincerely,

Lynn Heimerle Client Representative

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- any not-for-profit entity acquired or formed by or merged with an Included Entity during the Policy Period provided that
  - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the Educational Organization and its consolidated subsidiaries and affiliates as most recently reported to us for rating purposes prior to such Policy Period;
  - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the Included Entity prior to the acquisition, formation or merger.
  - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the Included Entity or for any person with respect to that entity for Occurrences happening prior to the date of acquisition or merger, and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the Educational Organization, shall be added as Included Entities to this Policy as of the effective date of their formation, incorporation or acquisition by the Educational Organization, provided
  - (1) they are reported to us within sixty (60) days of the date of their formation, incorporation or acquisition by the Educational Organization and
  - (2) are subsequently accepted for coverage by us and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an Included Entity or others trading under its name or materials that were the subject of completed or abandoned operations of the Included Entity.

#### W

#### insured means:

- a. the included Entities:
- any past, present or future trustees, governing board directors or Officers of an Included
  Entity while acting within the scope of their duties on behalf of that Included Entity; the
  estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or
  bankrupt trustees, governing board directors, or Officers; and spouses or domestic partners
  of governing board directors or trustees to the extent they are involved in Claims solely
  because of their status as spouses or domestic partners;
   at the option of the Educational Organization, any
  - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **included Entity**;
  - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an Included Entify, or a representative to an education association of which the Educational Organization is a member;
  - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an included Entity:
  - (4) student of an Educational Organization while serving in a supervised internship program in satisfaction of course requirements; or
  - (5) student of an Educational Organization while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the Educational Organization;
  - but only while acting within the scope of their duties or obligations in their respective capacities to an **included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- any person legally responsible for the use of an Automobile owned, rented, leased, borrowed, hired or used by an Included Entity with its express permission; but Insured under this Paragraph d. does not include:

- (1) any person or organization's (other than an Included Entity's) agent or employee; operating an Automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any Occurrence arising out of the operation thereof; or
- (2) the owner or any permissive user of the owner of an Automobile that is not owned by an Included Entity; however, at the request of the Educational Organization, we will deem as an insured
  - an employee of an Included Entity for liability arising out of the use of his or her personal Automobile in the business of that Included Entity on behalf of and with the express permission of that Included Entity; or
  - any person who rents or leases Automobiles on behalf of and with the express permission of the Included Entity, but only while acting within the scope of their duties or obligations in the respective capacities to an Included Entity;
- except with respect to the use or operation of an Automobile, any person or organization to
  whom any included Entity is obligated by virtue of a contract or agreement to provide liability
  insurance such as is afforded by this Policy, but only
  - 1) to the extent of such obligation;
  - (2) for operations (other than commercial insurance operations) by or on behalf of that included Entity or operation of facilities of that included Entity or use of facilities by that included Entity; and
- (3) if the contract or agreement is made prior to a covered Occurrence; and Automobile dealerships and leasing corporations that own Automobiles which are leased or loaned to an Included Entity but only for liability arising out of the activities of the Included Entity's employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay Damages, respectively, for each Occurrence and, where applicable, in the aggregate for all Occurrences during the Policy Period as stated in Items 2(a) and (b) of the Declarations.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of First Aid shall not be considered Medical Services.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of Non-Flight Curriculum-Related Instruction; however Non-Flight Curriculum-Related Instruction does not include:

- (i) the flying of any aircraft.
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

#### Occurrence means:

- an accident during the Policy Period or the continuous, intermittent or repeated exposure to conditions that commence during the Policy Period that causes Bodily Injury or Property.
   Damage neither expected nor intended by the Insured; or
- an event that first occurs during the Policy Period that causes Personal Injury or Advertising Injury.

# EXHIBIT D: SPECIAL PROVISIONS CONTRACTOR: BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

CONTRACTOR shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between CONTRACTOR and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL <a href="http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx">http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx</a>

X	Incorporated Standard County Terms and Conditions			
X	Incorporated Standard Federal/State Terms and Conditions			
X	DHS General Specifications Manual			
X	DHS Payment Provisions Manual			
X	Minority/Women/Disadvantaged Business Enterprise Manual			
X	Master Provider Enterprise Repository (MPER) Requirements			
	Office of the Area Agency on Aging, Contract Specifications			
	Office of Behavioral Health, Drug and Alcohol Services Manuals			
	Office of Behavioral Health, Mental Health Services Manual			
	Offices of Behavioral Health, Early Intervention Services Manual			
	Office of Children, Youth and Families, Contract Specifications Manual			
	Office of Children, Youth and Families, Family Centered Services Manual			
	Office of Community Services, Bureau of Employment and Training			
	Office of Community Services, HSDF			
	Office of Community Services, CSBG and/or Jail Programs			
	Office of Community Services, Bureau of Family and Community Services			
	Office of Community Services, Bureau of Homeless Services and/or HUD			
	Office of Intellectual Disabilities Contract Specifications			
By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the CONTRACTOR I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between CONTRACTOR and Allegheny County Department of Human Services.				

### HIPAA

With regard to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 I/we certify:					
Check One: I/We are a Covered Entity I/We are a Business Associate					
X HIPAA Does Not Apply					
Regardless of whether a covered entity, business associate or HIPAA does not apply, you/your organization <u>must</u> provide the following two contacts:					
Privacy Officer's Name and Phone Ms. Ellie Ricketts, 650-736-8576					
Security Officer's Name and Phone Mr. Todd Ferris, 650-725-1825					
BOARD OF DIRECTOR					
With regard to the CONTRACTOR's Board of Directors check one:					
X List Attached* Not Applicable					
*Identify all board members by name, affiliation, and address (addresses must be different than CONTRACTOR'S address) and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.).					
LISTING OF SUBCONTRACTORS					
It is required that CONTRACTOR submit to COUNTY a listing of all subcontractors related to services provided through this agreement for performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.					
List Attached** X Not Applicable					
**Include on list of subcontractors the subcontractor's name, contact name, phone number, service description and estimated cost.					
CERTIFICATION					
For the CONTRACTOR: I certify that I am the authorized signor for the CONTRACTOR, that the above information is true and accurate to the best of my knowledge, I have read and fully understand the attached certifications and agree to comply with all provisions therein:					
X IS 4 T 5-13-16					
Signature of Authorized Representative Date Please print Name and Title: Brian Del Bono, Senior Contract & Grant Officer					

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

CONTRACTOR agrees to comply with Public Law 103-227, Section 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children's Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; CONTRACTORs whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the CONTRACTOR certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for children's services and that all subcontractors shall certify accordingly.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

CONTRACTOR, in accordance with 45 CFR Part 76 certifies that it shall provide a drug-free workplace by:

- 1. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuses in the workplace; and
  - b. CONTRACTOR's policy of maintaining a drug-free workplace; and
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
- 3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
- 5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
- 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.

#### CONTRACTOR RESPONSIBILITY PROVISIONS

- 1. CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the CONTRACTOR cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
- 2. If CONTRACTOR enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subcontracts or employment.
- 3. The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the CONTRACTOR's compliance with terms of this or any other agreement between CONTRACTOR and the Commonwealth/County which result in the suspension or debarment of the CONTRACTOR. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CONTRACTOR shall not be responsible for investigative costs for investigations which do not result in the CONTRACTOR's suspension or debarment.
- 4. The CONTRACTOR may obtain the current list of suspended and debarred CONTRACTORs by contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg PA 17125 Telephone: 717-783-6472 Fax 717-787-9138

### TAX CERTIFICATION

Pursuant to the terms of the AGREEMENT between CONTRACTOR and ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, an authorized representative of CONTRACTOR does hereby certify that the CONTRACTOR has complied and will continue to comply with the requirements of the law and the prime funding sources' regulations regarding the obtaining of employer identification/account numbers and the Collection, Payment, Depositing, and Reporting of Federal, State and Local Taxes, and the provision of W-2 forms to employees.

#### LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed under Section 1352, Title 31, and US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

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### ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES CERTIFICATION REGARDING HIPAA COMPLIANCE

CONTRACTOR will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111–5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provide certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how CONTRACTOR stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from CONTRACTOR.
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".

## ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES ANTI-TERRORISM CERTIFICATION FORM

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

- A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.
- B. The organization/individual does not, will not and has not knowingly
  - provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
  - provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
  - provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
  - regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.

(Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)

#### C. The organization/individual

- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.

USER NAME	PASSWORD		
		LOGIN	
Forgot Username?	Forgot Password?		

Create an Account

### **Search Results**

### Current Search Terms: Board\* of trustees\* of the\* leland\* stanford\* junior\* university\*

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it. Glossary No records found for current search. Search Results Entity Exclusion Search <u>Filters</u> By Record Status Functional Area - Entity Management Functional Performance Information

SAM | System for Award Management 1.0

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WWW4

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.









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### COUNTY OF ALLEGHENY M/W/DBE PARTICIPATION WAIVER REQUEST

PROVIDER	BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
ADDRESS	3160 Porter Dr., Palo Alto, CA 94304-8445
CONTACT PERSON	Brian Del Bono
TELEPHONE NUMBER	650-725-8109
EMAIL ADDRESS	bdelbono@stanford.edu
FISCAL YEAR/PERIOD	FY16

In all instances a good faith effort must be made to meet the M/W/DBE contract goals as outlined in Section 3.10.8.8 of the "Minority and Women Business Enterprise Utilization Affirmative Action Requirements" document.

If you plan to perform the entire contract without using M/W/DBE subcontractors and/or suppliers or have not completely met the M/W/DBE goal of 13% MBE 2% WBE, the following must be attached and submitted with this form:

The following link contains a detailed explanation of our small business policies and procedures, our small business administration page, as well as a list of our qualified suppliers:

https://web.stanford.edu/group/fms/fingate/suppliers/dobusiness/policy diversity smallBus.html

Under this particular project, the PI reviewed the quote presented by Los Gatos Travel and given the tight budget constraints, decided not to commit to this quote at this time as the received quote was considerably higher than readily available rates offered via a common popular travel assistance website.

Note: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good Faith Effort"

			Sr. Contract &				
Prepared By:	Brian Del Bono	Title:	Grant Officer	Date:	5.13.16	Signature:	x ZuZ
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